

Panaji, 6th September, 1973 (Bhadra 15, 1895)

SERIES II No. 23

OFFICIAL GAZETTE



GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Finance (Revenue) Department

Special Department

Notification

No. SPL-GCS-39/73-V

In continuation of Government Notification No. SPL-GCS/39/66/V dated 14th March, 1973 the Administrator of Goa, Daman and Diu is pleased to extend the period of probation of the below mentioned Grade II Officers of the Goa, Daman and Diu Civil Service for a further period with effect from 1st September, 1973 to 31st December, 1973 or till they pass the Departmental Examination, whichever is earlier, under the provision of Rule 21(2) of the Goa, Daman and Diu Civil Service Rules, 1967.

1. Shri Abel do Rosario.
2. Shri Balaji Counto.
3. Shri Percival Ivo Vital Noronha.
4. Shri Egipsio de Noronha Rodrigues.
5. Shri Rajaram D. N. Counto.
6. Shri Alfred Dick Aquino.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandare, Deputy Secretary (Appointments).

Panaji, 27th August, 1973.

Home Department 'A'

Notification

No. HD. 14-19/72-A

Read: Order No. 16-5-73-GAD dated 4-8-73 from General Administration Department.

In exercise of the powers conferred by sub-Section (1) of Section 12 of Criminal Procedure Code 1898 (5 of 1898) as applicable to the Union Territory of Goa, Daman and Diu the Administrator of Goa, Daman and Diu, hereby confers 1st Class magisterial powers to Shri A. C. Kharwarwala, B.D.O. Daman as Magistrate of 1st Class with immediate effect.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. M. Sardesai, Under Secretary (Home).

Panaji, 29th August, 1973.

Corrigendum

No. Fin(Rev)/2-31/CIR/Part/3/2187/73

Read:— Government Order No. Fin(Rev)/2-31/CIR/Part/3/73 dated 9-8-1973

The words "unused and the spoiled" appearing in point no. 1 of para 2 of Government order No. Fin(Rev)/2-31/CIR/Part/3/73 dated 9-8-1973 shall be read as "unused and unspoiled".

By order and in the name of the Administrator of Goa, Daman and Diu.

Puran Singh, Finance Secretary.

Panaji, 28th August, 1973.

Revenue Department

Notification

No. RD/TNC/432/68-71

In supersession of Government Notification No. RD/TNC/432/68-71 dated 17th December, 1971 published in the Government Gazette no. 39, Series II, dated 23-12-1971 at page 264 and in exercise of the powers conferred by sub-section (4) of section 56 of the Goa, Daman and Diu Agricultural Tenancy Act, 1964, the Government of Goa, Daman and Diu is hereby pleased to reserve the plots nos. 48, 49 and 50 of the agricultural land known as «Odlem Malketa» situated at Cujira, Santa Cruz, Goa, admeasuring approximately 7,352 square metres and belonging to the Comunidade of Cujira of Santa Cruz Village, Tiswadi Taluka of Goa District, for non-agricultural purposes.

By order and in the name of the Administrator of Goa, Daman and Diu.

P. S. Bhatnagar, Secretary (Revenue).

Panaji, 30th August, 1973.

Notification

No. RD/LQN/183/73

Whereas it appears to the Appropriate Government (hereinafter referred to as «the Government») that the land specified in the schedule hereto (hereinafter referred to as the «said land») is likely to be needed for public purpose viz Improvement and Blacktopping of Navelim-Amona Road of 6.290 Kms.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act,

1894 (hereinafter referred to as the «said Act») that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Deputy Collector, Goa North Division, Panaji to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Deputy Collector Goa North Division, Panaji.
3. The Superintending Engineer I, Circle I, P. W. D. Panaji.
4. The Executive Engineer, Works Division II, P. W. D., Panaji.

6. A rough plan of the said land is available for inspection in the office of the Deputy Collector Goa, North Sub-Division, Panaji for a period of 30 days from the date of publication of this Notification in the Government Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
<i>Part I (Ambexawada)</i>						
1	Bicholim	Amona	1	—	Shri Shantadurga Devasthan, Navelim. North: Shantadurga Devasthan. South: — do — East: Road of Sankli. West: Existing road to Amona.	456.00
2	— do —	— do —	2	—	Shri Vishnu Shamba Sinai Amonkar, Amona. North: Road. South: V. S. S. Amonkar. East: Shantadurga Devasthan. West: Road to Amona.	25.00
3	— do —	— do —	3	—	Shri G. P. Telang, Amona, Navelim. North: Babuso Kamat. South: Road. East: — do — West: Suba Ragunath Bhadte.	43.00
4	— do —	— do —	4	—	Shri Suba Ragunath Bhadte & others of Navelim. North: Babuso Naik. South: G. P. Telang. East: Road. West: Suba Ragunath Bhadte.	142.00
5	— do —	— do —	5	—	Shri Pandurang Vital Bhadte of Amona. North: Bira Hari Bhadte. South: Shantadurga Devasthan. East: Pandurang Vithal Bhadte. West: Road.	100.00
6	— do —	— do —	6	—	Shri Babuso Kamat, Bicholim. North & West: Babuso Kamat. East: Govind Mahadev Bagat. South: Suba Ragunath Bhate.	36.00
7	— do —	— do —	7	—	Shri Bhiva Hari Bhadte, Ambexawada, Amona. North: Mukund Yeso Bhathe. South: Pandurang Vithal Bhathe. East: Bhiva Hari Bhathe. West: Road.	274.00
8	— do —	— do —	8	—	Shri Govind Mahadev Bhagat and others Ambexawada, Amona. North: Mukund Yeso Bhathe. South: Babuso Kamat. East: Road. West: Govind Mahadev Bhagat.	45.00
9	— do —	— do —	9	—	Shri Mukund Yeso Bhagat, Ambexawada Amona. North: Ramchandra Govind Bhathe. South: Govind Mahadev Bhathe. East: Mucund Yeso Bhathe. West: — do —	112.00

1	2	3	4	5	6	7
10	Bicholim	Amona	10	—	Shri Ramchandra Govinda Bhathe Ambexawada, Amona. North: Banebdo Narayan Bhathe. South: Mukund Yeso Bhathe. East: Ramchandra Govind Bhathe. West: Road.	60.00
11	— do —	— do —	11	—	Shri Banebdo Narayan Bhathe and Shri Narayan Bhathe, Ambexawada, Amona. North: Nalla. South: Ramchandra G. Hhathe. East: Banebdo N. Bhathe. West: Road.	228.00
12	— do —	— do —	12	—	Shri Shantadurga Devasthan, Amona. North: Comunidade. South: Nalla. East: Shantadurga Devasthan. West: — do —	420.00
13	— do —	— do —	13	—	Shri Pandurang P. Amonkar, Ambexawada, Amona. North: Suba Ragunath Bhathe. South: Shantadurga Devasthan. East: Road. West: Pandurang Amonkar.	54.00
14	— do —	— do —	14	—	Comunidade of Amona. North: Suba Ragunath Bhathe. South: Shantadurga Devasthan. East: Comunidade. West: Road.	346.00
15	— do —	— do —	15	—	Shri Suba Ragunath Bhathe, Ambexawada, Amona. North & South: Comunidade. East & West: Suba Ragunath Bhathe.	765.00
16	— do —	— do —	16	—	Comunidade of Amona. North: Nalla and Govt. land. South: Suba R. Bhathe. East & West: Comunidade.	271.00
17	— do —	— do —	17	—	Government land.	—
18	— do —	— do —	18	—	Shri Ragunath Porob Dessai, Amona. North & West: Ragunath Porob Dessai. East: Road. South: Nalla.	280.00
19	— do —	— do —	19	—	Shri Vishnu Ragunath Porob, Amona. North: Sablo Folo Gause. South: Nalla. East: Vishnu R. Porob. West: Road.	12.00
20	— do —	— do —	20	—	Shri Sablo Folo Gause, Amona. North: Vishnu Ragunath Porob. South & East: — do — West: Road.	8.00
21	— do —	— do —	21	—	Shri Vishnum Ragunath Porobo, Ambexawada Amona. North: Namsu R. Gause. South: Vishnu R. Porob. East: — do — West: Road.	12.00
22	— do —	— do —	22	—	Shri Namsu Ramachandra Gause, Ambexawada, Amona. North: Krishna B. Gause. South: Vishnu R. Porobo. East: Namsu R. Gause. West: Road.	80.00
23	— do —	— do —	23	—	Shri Ragunath Porobo Dessai. North: Krishna B. Gause. South: — do — East: Ragunath Porob Dessai. West: Road.	60.00
24	— do —	— do —	24	—	S/Shri Krishna Balkrishna Gause, Balkrishna Laxman Gause & Hari Yeso Gause of Ambexawada, Amona. North: Laxman Pundalik Porob. South: Ragunath P. Dessai. East: Krishna B. Gause & others. West: — do —	221.00

1	2	3	4	5	6	7
25	Bicholim	Amona	25	—	Shri Laxman Pundalik Porobo, Ambexawada Amona. North: Anant Pandurang Gause. South: Krishna B. Gause. East: Laxman Pundalik Porob. West: — do —	37.00
26	— do —	— do —	26	—	Shri Anant Pandurang Gause, Ambexawada Amona. North: Bhanu Ladco Sinairi. South: Laxman Pundalik Porob. East: Anant Pandurang Gause. West: — do —	110.00
27	— do —	— do —	27	—	Shri Bhanu Ladco Sinai Amonkar, Amona. North: Mahadev Purushotam Sinai. South: Anant Pandurang Gause. East & West: Bhanu Ladco Sinai.	57.00
28	— do —	— do —	28	—	Shri Mahadev Purushotam Sinai Amonkar, Amona. North: Ganesh Gopi Gause. South: Bhanu Sinai Amonkar. East & West: Mahadev Purushotam Amonkar.	37.00
29	— do —	— do —	29	—	Shri Ganesh Gopi Gause, Amona. North: Surya Ramchandra Gause. South: Mahadev P. Sinai. East & West: Ganesh G. Gause.	36.00
30	— do —	— do —	30	—	Shri Surya Ramchandra Gause, Amona. North: Balgo Rama Gause. South: Ganesh Gause. East & West: Surya R. Gause.	96.00
31	— do —	— do —	31	—	Shri Balgo Rama Gause, Amona. North: Parvathi Duklo Gause. South: Surya R. Gause. East & West: Balgo Rama Gause.	70.00
32	— do —	— do —	32	—	Smt. Parvati Duklo Gause, Amona. North: Narayan Fulgo Gause. South: Balgo Rama Gause. East: Parvati Duklo Gause. West: — do —	76.00
33	— do —	— do —	33	—	Shri Narayan Fulgo Gause, Amona. North: Narayan Ragunath Gause. South: Parvati Duklo Gause. East: Narayan Fulgo Gause. West: — do —	45.00
34	— do —	— do —	34	—	Shri Narayan Ragunath Gause, Amona. North: Krishna B. Gause. South: Narayan Fulgo Gause. East: Narayan R. Gause. West: — do —	24.00
35	— do —	— do —	35	—	Shri Krishna Balkrishna Gause, Amona. North: Nanu Saheb Dessai Gauntonkar. South: Narayan R. Gause. East: Krishna B. Gause. West: — do —	53.00
36	— do —	— do —	36	—	Shri Nanu Saheb Dessai Gauntonkar Amonkar. North: Yeshwant Ladko Porob. South: Krishna B. Gause. East: Nanu Saheb Gauntonkar. West: — do —	51.00
37	— do —	— do —	37	—	Shri Yeshwant Ladko, Porob Amona. North: Ramchandra Fondekar. South: Nanu Saheb Gauntonkar. East: Yeshwant Ladko Porob. West: — do —	37.00
38	— do —	— do —	38	—	Shri Ramchandra Fondekar, Amona. North: Krishna B. Gause. South: Yeshwant Ladko Porob. East: Ramchandra Fondekar. West: — do —	98.00
39	— do —	— do —	39	—	Shri Krishna Balkrishna Gause, Amona. North: Vishnu Soiru Gause. South: Ramchandra Fondekar. East: Krishna B. Gause. West: — do —	115.00
40	— do —	— do —	40	—	Shri Vishnu Soiru Gause, Amona. North: Vishnu Ragunath Porob. South: Krishna B. Gause. East: Vishnu Soiru Gause. West: — do —	18.00

1	2	3	4	5	6	7
41	Bicholim	Amona	41	—	Shri Vishnu Ragunath Porobo, Amona. North: Saulo Kusta Gause. South: Vishnu Soiru Gause. East & West: Vishnu Ragunath Porob.	18.00
42	— do —	— do —	42	—	Shri Saulo Kusta Gause, Amona. North: Surya B. Gause. South: Vishnu R. Porob. East: Saulo Kusta Gause. West: — do —	23.00
43	— do —	— do —	43	—	Shri Surya Ramachandra Gause, Amona. North: Nunso Ramachandra Gause. South: Saulo K. Gause. East: Surya R. Gause. West: — do —	53.00
44	— do —	— do —	44	—	Shri Nansu Ramchandra Gause, Amona. North: Sadasiv Chandra Porob. South: Surya R. Gause. East: Mamsu R. Gause.	50.00
45	— do —	— do —	45	—	Shri Sadashiv Chandra Porobo, Amona. North: Yeshwant Ladko Porob. South: Hunro Ramchandra Gause. East: Sadashiv Chandra Porob. West: — do —	20.00
46	— do —	— do —	46	—	Shri Yeshwant Ladko Porob of Amona. North: Sadashiv Chandra Porob. South: — do — East: Yeshwant Ladko Porob. West: — do —	104.00
47	— do —	— do —	47	—	Shri Sadashiv Chandra Porob, Ambexawada Amona. North: Sadashiv C. Porob. South: Yeshwant L. Porob. East & West: Sadashiv C. Porob.	128.00
<i>Part II Road to Kharwada</i>						
48	Bicholim	Amona	48	—	Shri Shantadurga Devasthan Kharwada Amona. North: Shantadurga Devasthan. South: — do — East: Sivram Naik. West: Road.	722.00
49	— do —	— do —	49	—	Shri Sivram Naik, Kharwada, Amona. North: Sivram Naik. South: — do — East: Vishwanath V. S. Amonkar. West: Shantadurga Temple.	202.00
50	— do —	— do —	50	—	Vishwanath Vasudev S. Amonkar Kharwada, Amona. North: Road. South: Vishwanath V. S. Amonkar. East: Jayashri Ginde Amonkar. West: Sivram Naik.	183.00
51	— do —	— do —	51	—	Smt. Jayashi Ginde Amonkar, Amona. North: Road. South: Jayashri Ginde Amonkar. East: Viswanath V. S. Amonkar. West: Ramnath Naik.	59.00
52	— do —	— do —	52	—	Shri Ramnath Naik, Bicholim. North: Road. South: Ramnath Naik. East: Jayashri Ginde Amonkar. West: Comunidade.	584.00
53	— do —	— do —	53	—	Shri Shantadurga Devasthan, Amona. North: Shri Shantadurga Devasthan. South: Road. East: Ramnath Naik. West: Raghuvir Volvoikar.	260.00
54	— do —	— do —	54	—	Shri Raghuvir Tele Volvoikar, Amona. North: Raghuvir Volvoikar. South: Road. East: Shantadurga Devasthan. West: Jayawant Agacaikar.	72.00
55	— do —	— do —	55	—	Shri Jayawant Agacaikar, Panaji. North: Jayawant Agacaikar. South: Road. East: Raghuvir Volvoikar. West: Shantadurga Devasthan.	29.00

1	2	3	4	5	6	7
56	Bicholim	Amona	56	—	Shri Shantadurga Devasthan, Amona. North: Shantadurga Devasthan. South: Road. East: Jaywant Agacalkar. West: Shreeram Duvassi.	16.00
57	— do —	— do —	57	—	Shri Shreeram Duvassi, Marcella. North: Shreeram Duvassi. South: Road. East: Shantadurga Devasthan. West: — do —	9.00
58	— do —	— do —	58	—	Shri Shantadurga Devasthan, Amona. North: Shantadurga Devasthan. South: Road. East: Shreeram Duvassi. West: Comunidade.	25.00
59	— do —	— do —	59	—	Comunidade of Amona. North: Comunidade. South: Road. East: Shantadurga Devasthan. West: Vishwanath V. S. Amonkar.	65.00
60	— do —	— do —	60	—	Shri Vishwanath Vasudev Sinai Amonkar. North: Vishwanath V. S. Amonkar. South: Road. East: Comunidade. West: Krishna B. Sinari.	46.00
61	— do —	— do —	61	—	Shri Krishna B. Sinari, Amona. North: Krishna B. Sinari. South: Road. East: Vishwanath V. S. Amonkar. West: Caetano D'Cruz.	56.00
62	— do —	— do —	62	—	Shri Caetano D'Cruz, Khanolem. North: Caetano D'Cruz. South: Road. East: Krishna B. Sinari. West: Dattaram Gause.	12.00
63	— do —	— do —	63	—	Shri Dattaram Gause, Amona. North: Dattaram Gause. South: Road. East: Caetano D'Cruz. West: Arjim Bhathe.	8.00
64	— do —	— do —	64	—	Shri Arjim Bhathe, Kharwada, Amona. North: Arjim Bhathe. South: Road. East: Dattaram Gause. West: Govind Ramchandra Bhathe.	18.00
65	— do —	— do —	65	—	Shri Govind Ramchandra Bhathe, Kharwada, Amona. North: Govind Ramchandra Bhathe. South: Road. East: Arjim Bhathe. West: Naguesh Vishnu Sawant.	15.00
66	— do —	— do —	66	—	Shri Naguesh Vishnu Sawant, Amona. North: Naguesh V. Sawant. South: Road. East: Govind Ramchandra Bhathe. West: Dharma Gopal Sawant.	54.00
67	— do —	— do —	67	—	Shri Dharma Gopal Sawant, Amona. North: Dharma Gopal Sawant. South: Road. East: Naguesh Vishnu Sawant. West: Shantadurga Devasthan.	28.00
68	— do —	— do —	68	—	Shri Shantadurga Devasthan, Amona. North: Shantadurga Devasthan. South: Road. East: Dharma G. Sawant. West: Amruth Rao Dessai.	86.00
69	— do —	— do —	69	—	Comunidade of Amona. North: Road. South: Comunidade. East: Ramnath Naik. West: Manohar Hari Sardessai.	144.00
70	— do —	— do —	70	—	Shri Manohar Hari Sardessai, Amona. North: Road. South: Manohar Hari Sardessai. East: Comunidade. West: Ramchandra Namdev Amonkar.	53.00

1	2	3	4	5	6	7
71	Bicholim	Amona	71	—	Shri Amrut Rao Sardessai, Amona. North: Amrut Rao Sardessai. South: Road. East: Manohar Hari Sardessai. West: Banudas Ganesh Gaude.	328.00
72	— do —	— do —	72	—	Shri Ramchandra Namdev Amonkar, Amona. North: Road. South: Ramchandra Namdev Amonkar. East: Manohar Hari Sardessai. West: Vitu Rama Sawant.	24.00
73	— do —	— do —	73	—	Shri Anant Sitaram Amonkar. North: Anant Sitaram Amonkar. South: Road. East: Ramchandra Namdev Amonkar. West: V. R. Sawant.	103.00
74	— do —	— do —	74	—	Shri Vitu Rama Sawant, Amona. North: Road. South: V. R. Sawant. East: Anant Sitaram Amonkar. West: V. R. Sawant.	298.00
Total						8988.00

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. S. Bhatnagar, Secretary (Revenue).

Panaji, 22nd August, 1973.

Notification

No. RD/LQN/171/73

Whereas it appears to the Appropriate Government (hereinafter referred to as «the Government») that the land specified in the schedule hereto (hereinafter referred to as the «said land») is likely to be needed for public purpose viz minor irrigation scheme of Dabhel Tank, Dabhel.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the «said Act») that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing

compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Government Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Collector of Daman, Daman to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Daman, Daman.
2. The Executive Engineer, P.W.D., Daman.

6. A rough plan of the said land is available for inspection in the office of the Collector of Daman, Daman for a period of 30 days from the date of publication of this Notification in the Government Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1	Daman	Dabhel	235/1	—	Jagen Bhikha.	1960
2	— do —	— do —	235/2	—	Mangal Moria.	1350
3	— do —	— do —	235/3	—	Bava Bhikha.	455
4	— do —	— do —	235/4	—	Naran Dheda.	430
5	— do —	— do —	235/5	—	Radka Khalpa.	120
Total						4315

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. S. Bhatnagar, Secretary (Revenue).

Panaji, 22nd August, 1973.

Food and Civil Supplies Department

Order

No. FCS/PWD/513/Part/YJC/73

Shri Y. Jaganadham Chetty, a candidate recommended by the Union Public Service Commission is temporarily appointed on probation to the post of Assistant Engineer (Civil) in the Public Works Department in the pay scale of Rs. 350-25-500-30-590-EB-30-800-EB-30-830-35-900 plus all other admissible allowances, from time to time with effect from the date of his joining.

His initial pay will be fixed according to Rules as recommended by U. P. S. C. vide their letter No. F.1/1190(71)/71-RB dated 29-5-1973.

The period of probation will be for two years.

The appointment is further subject to the conditions laid down in the Memorandum of even number dated 6-6-1973.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. S. Sukthankar, Under Secretary (Development).

Panaji, 29th August, 1973.

Public Works Department

Principal Engineer's Office

Notification

No. PWD/LA/1258/7/73

Whereas by Government Notification No. PWD/LA/1258/13/71 dated 2nd March, 1971 published on page 447 and 448 of Series II, No. 50 of the Government Gazette, dated 11th March, 1971 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz. Malim Road near Javaharlal Nehru Bridge Approaches (Betim side).

And whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Dy. Collector, Goa North Division, Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Deputy Collector, Goa North Division, Panaji, till the award is made under Section 11.

SCHEDULED

Description of the said land)

Taluka	Village	Plot No.	Survey No.	Name of the person believed to be interested	Area in sq. mts.
1	2	3	4	5	6
Bardez	Britona	1	—	Shri Adolfo R. S. Fernandes of Panaji. Tenant: Shri Bablo Roghu Kavlekar of Britona.	3400.00
Boundaries:					
North: Land of Mr. Adolfo R. S. Fernandes.					
East: — do —					
West: Approach Road to Nehru Bridge.					
South: Betim-Britona Road (Diversion).					
Total					3400.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

Balcrisna R. Naique, Principal Engineer PWD, and Ex-Officio Addl. Secretary to the Government.

Panaji, 28th August, 1973.

Industries and Labour Department

Order

No. LC/1/ID(95)/72/IT-17/72/307

The following Award given by the Industrial Tribunal, Goa, Daman and Diu, on an Industrial Dispute between M/s. Natraj Photo Studio, Sambhaji (Goa), and the workman employed by them, is hereby published as required vide provisions of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947):—

Before Shri M. G. Chitale, Industrial Tribunal; Goa, Daman and Diu

Reference (IT-GDD) No. 5 of 1973

Adjudication

Between

M/s. Jatraj Photo Studio, Vasco

And

The workmen employed under them.

In the matter of reinstatement of Shri Ratnakar C. Phate with full back wages and continuity of service, etc.

Appearances:

Shri Shridas Mortu Gad, Proprietor, in person.

No appearance for the workmen.

AWARD

(3rd July, 1973)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947. The demand in this reference is one of reinstatement with full back wages and continuity of service by the employee—Ratnakar V. Phate—whose services were terminated on 16-3-1972.

2. Notice was served on All Goa General Employees' Union, asking it to file statement of claim on or before 28-5-1973. This was second notice. This second notice was served on 11-5-1973. This notice mentioned that the reference will come up for hearing today i.e. 3-7-1973. It is nearly 1.00 p.m., neither the workman concerned, nor any representative of the union is present. Statement of claim is not filed, as directed. I, therefore, reject the demand. No order as to costs. Award accordingly.

Sd/- M. G. CHITALE,

Industrial Tribunal.

By order and in the name of the Administrator of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 22nd August, 1973.

Order

No. LC/1/ID(196)72-73

The following Award given by the Industrial Tribunal, Goa, Daman and Diu, on an Industrial Dispute between M/s. Chowgule & Co. Pvt. Ltd., Mormugao Harbour (Goa), and the workman employed under them is hereby published as required vide provisions of section 17 of the Industrial Disputes Act, (XIV of 1947).

Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 13 of 1973

Adjudication

Between

M/s. Chowgule & Co. Pvt. Ltd., Mormugao Harbour, Goa.
And

The workmen employed under them.

In the matter of bonus for the year 1971-72

Appearances:—

Shri A. M. Gaikwad, Assistant Labour Officer, for the Company.

Shri Gerald A. Pereira, Advocate, for the Workmen.

AWARD

(3-7-1973)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947. It relates to the demand of bonus at 20 per cent for the year 1971-72.

2. Pending hearing of the reference the parties have arrived at settlement. Terms of settlement are produced. Mr. Gerald A. Pereira, General Secretary of Chowgule Employees' Union, is present today. He confirms that there is proper settlement and the parties request that award in terms of settlement should be passed. I find the terms of settlement fair and reasonable. Accordingly I pass award as per terms of settlement annexed hereto. No order as to costs.

Sd/- M. G. CHITALE
Industrial Tribunal

Memorandum of settlement under Section 2(p) and Section 18(1) of the Industrial Disputes Act, 1947, between the Management of Chowgule & Co. Private Limited, Mormugao Harbour and their workmen employed at Company's Head Office represented by Chowgule Employees' Union (CITU), Vasco-da-Gama

Present

Representing Management: Representing the workmen:

Shri P. B. R. Rao,
General Manager,
Chowgule & Co. Pvt. Ltd.,
Mormugao Harbour.Shri Gerald Pereira,
General Secretary,
Chowgule Employees' Union.Shri G. D. Shirodkar,
Personnel Manager,
Chowgule & Co. Pvt. Ltd.,
Mormugao Harbour.Shri C. M. Prabhu,
Vice-President,
Chowgule Employees' Union.Shri D. P. Sinha,
Labour Officer,
Chowgule & Co. Pvt. Ltd.,
Mormugao Harbour.Shri A. K. Patil,
Treasurer,
Chowgule Employees' Union.

Short recital of the Case: The Union in its letter dated 1st November 1972 forwarded a copy of the Union's resolution of 29th October 1972 wherein among other things it demanded a 30% bonus for the financial year 1971-72. Vide its letter dated 1st December 1972 it demanded that the daily rated permanent employees be brought on monthly wage pattern and wage structure of the employees should be revised.

On 12th December 1972, the Union served a strike notice in connection with its bonus demand for the year 1971-72 and on 20th December 1972 a strike notice for H. R. A., confirmation of workers and recognition of the Union. The Conciliation Officer submitted his failure reports on 23rd December 1972 and on 30th January 1973 on the two strike notices respectively. Nevertheless, the Management agreed to keep the door open for mutual negotiations. Accordingly, discussions were held on several occasions and the following settlement was arrived at:—

TERMS OF SETTLEMENT

I. Bonus:

For the financial year 1971-72, the Company has already offered to its workers a bonus of 8.33% of their salaries/wages as required under the provisions of the Bonus Act as amended. The Union on behalf of the workmen agrees to accept the said payment as in full and final settlement for the financial year 1971-72.

II. As a gesture of goodwill the Management agrees to pay to workers who are on the rolls of the Company on the date of this settlement an ex-gratia payment equal to 3.67% of the gross salaries/wages drawn by the employees during the year 1-4-1971 to 31-3-1972 excluding the payments made under the clause 6 of the settlement dated 24-2-1972. It is further agreed that this ex-gratia payment will not attract any other benefits, such as provident fund, employees' State Insurance Contributions, bonus, etc.

III. The Management agrees to fix all confirmed employees in daily scales of pay, in monthly scales of pay with effect from 1-1-1973 with all benefits applicable to monthly rated employees.

IV. The Union agrees to honour the settlement dated 24-2-1972.

V. The Management is further pleased to accord formal recognition as provided under the Code of Discipline to Chowgule Employees' Union.

VI. It is agreed between the parties to jointly approach the Labour Commissioner, Panaji, to get this settlement duly registered under the provisions of the Industrial Disputes Act, 1947, before 15-4-1973.

VII. In consequent upon the failure report submitted by the Conciliation Officer any of the matters covered by this settlement is referred for adjudication by the Government the parties agree to jointly request the Industrial Tribunal to give a consent award in terms of this settlement.

Signature of the parties:

1) Sd/-
(P. B. R. Rao)1) Sd/-
(Gerald Pereira)2) Sd/-
(G. D. Shirodkar)2) Sd/-
(C. M. Prabhu)3) Sd/-
(D. P. Sinha)3) Sd/-
(A. K. Patil)

Witnesses:

1) Sd/-
(Pandurang V. Dalvi)2) Sd/-
(S. V. Natekar)

Order

No. LC/1/ID(97)/71(77/72/IT-19/72

The following Award given by the Industrial Tribunal, Goa, Daman and Diu, on an Industrial Dispute between M/s. The Society of Transport Panaji-Margao, Panaji (Goa) and the workman employed by them, is hereby published as required

vide provisions of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947):—

Before Shri M. G. Chitale, Industrial Tribunal; Goa; Daman and Diu

Reference (IT-GDD) No. 7 of 1973

Adjudication

Between

M/s. The Society of Transport, Panaji-Margao, Panaji
and

Their workmen.

In the matter of suspension of Mr. Sheikh Abdul Rehman Muzawar from service and—consequent reliefs, etc.

Appearances:

Shri B. R. S. Kawalekar, Advocate, for the Company.
No appearance for the Workmen.

(3-7-1973)

AWARD

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947. The dispute relates to the demand of Sheikh Abdul Rehman Muzawar against the order of suspension with effect from 16-9-1971 and against the order of termination of service with effect from 1-4-1972.

2. Notice asking the Unions to file statement of claim was served on 17-3-1973. This notice asked the Unions to file statement of claim before 30-3-1973. The reference came up before the Tribunal on 17-4-1973. No one on behalf of the Unions, nor the employee concerned was present, hence fresh notice was issued asking the Unions to file statement of claim on or before 28-5-1973. This notice was served on the Unions (there are two unions) on 11-5-1973. In spite of these two notices, statement of claim is not filed so far. Even at 1.00 p. m., today none of the Unions, nor the workman concerned is present. I, therefore, reject the demand. No order as to costs. Award accordingly.

(Sd.)

M. G. CHITALE
Industrial Tribunal

By order and in the name of the Administrator of Goa,
Daman and Diu.

P. Noronha, Under Secretary (Industries and Labour).

Panaji, 25th August, 1973.

Order

No. LC/1/ID(128)/72/IT-15/72

The following Award given by the Industrial Tribunal, Goa, Daman and Diu, on an Industrial Dispute between M/s. P. V. S. Mahatme, Sambhaji-Goa, and the workman employed by them is hereby published as required vide provisions of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947):

Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 2 of 1973

Adjudication

Between

M/s. P. V. S. Mahatme, Vasco.
and

The workmen employed under them.

In the matter of reinstatement of Shri Upendra V. Naik in service with full back wages and continuity of service.

Appearances:

Shri Ramesh Desai, Labour Advisor, for the Company.

Shri George Vaz, General Secretary of Goa Trade & Commercial Workers' Union for the workmen.

AWARD

(5-7-1973)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947. The dispute relates to the demand of the

workman—Upendra V. Naik—for reinstatement with full back wages and continuity of service.

2. Pending hearing of the reference, the parties have settled the dispute on the following terms:

«(1) The Company agrees to pay Shri Upendra Vishnu Naik one month's additional wages along with his earned wages for the month of Nov. 1971, towards full and final settlement of all his claims arising out of his employment with the Company till November 1971.

(2) The total amount, stipulated as per Clause (1), is subject to deductions as per the records of the Company. It is further agreed that verification of record would be done by Shri George Vaz in presence of workman concerned, and after verification, if it is found that the amount for deduction is less than Rs. 50/- the management agrees not to deduct the said amount.»

3. Parties pray for award in terms of settlement. Accordingly I pass award in terms of settlement. No order as to costs.

Sd/- M. G. CHITALE

Industrial Tribunal

By order and in the name of the Administrator of Goa,
Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 25th August, 1973.

Order

No. LC/1/ID(163)(198)/72/IT-3/73

The following Award given by the Industrial Tribunal, Goa, Daman and Diu, on an Industrial Dispute between M/s. Chowgule & Co. Private Limited, Mormugao Harbour (Goa), and the workmen employed by them, is hereby published as required vide provisions of section 17 of the Industrial Dispute Act, 1947 (XIV of 1947):—

Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 23 of 1973

Adjudication

Between

M/s. Chowgule & Co. Pvt. Ltd., Mormugao Harbour
And

The workmen employed under them.

In the matter of revision of pay scales, gratuity, uniforms, provision of canteen facilities, house rent allowance, confirmation of casual workmen, etc.

Appearances:—

Shri A. M. Gaikwad, Assistant Labour Officer, for the Company.

Shri Gerald Pereira, General Secretary, Chowgule Employees' Union, for the workmen.

AWARD

(Part-I) (4-7-1973)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947. It relates to the dispute regarding service conditions of the employees of three units mentioned in the order of reference.

2. Pending hearing of the dispute the parties have arrived at settlement. Terms of settlement are produced. This settlement covers the demands made by the employees of Ship-building Division, Sirigao Shipyard, and the employees working in Central Workshop, Loutolim. All the demands with regard to the employees in these two divisions are settled by the settlement produced. Parties pray for award in terms of settlement. I find the terms of settlement fair and reasonable. Since the demands of the employees at the head office at Marmugao still survive, I pass part-I award

as per terms of settlement produced. Accordingly I pass award as per terms of settlement annexed hereto. No order as to costs.

Sd/- M. C. CHITALE
Industrial Tribunal

By order and in the name of the Administrator of Goa,
Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 25th August, 1973.

Memorandum of agreement under Section 2(p) and Section 18(1) of the Industrial Disputes Act, 1947, between the Management of Messrs. Chowgule & Company Private Limited, Mormugao Harbour, and their workers employed at Company's Shipbuilding Division, Sirigao, represented by Chowgule Employees' Union (CITU), Vasco-da-Gama.

Present

Representing Management: Representing the workmen:

Mr. P. B. R. Rao,
General Manager,
Chowgule & Co. Pvt. Ltd.,
Mormugao Harbour.

Mr. Gerald Pereira,
General Secretary,
Chowgule Employees' Union.

Mr. G. D. Shirodkar,
Personnel Manager,
Chowgule & Co. Pvt. Ltd.,
Mormugao Harbour.

Mr. C. M. Prabhu,
Vice-President,
Chowgule Employees' Union.

Mr. D. P. Sinha,
Labour Officer,
Chowgule & Co. Pvt. Ltd.,
Mormugao Harbour.

Mr. Sadanand R. Narvekar,
Vice-President,
Chowgule Employees' Union.

Mr. Camilo A. Pereira,
Executive Committee Member,
Chowgule Employees' Union.

Short recital of the case: In its letter dated 3rd October 1972, the Union demanded for revision of pay scales, bonus, dearness allowance, uniform additional increments, extra service increment, a flat increase of Rs. 70/-, gratuity, uniforms and canteen facilities. Immediately after a week almost, the Union submitted another letter dated 9th October 1972 whereby it further demanded for confirmation of workers who have put in more than 6 months' continuous service, promotions to all the workers strictly on seniority basis and supply of furnished quarters or in alternative substantial amount of house rent allowance. The dispute was taken up for conciliations/discussions by the Labour Commissioner, Panaji, on 26th October, 1972. Subsequently, the Union vide its letter dated 1st November, 1972, further demanded immediate filling up of posts/vacancies and granting promotions to the employees strictly on the basis of seniority and granting variable dearness allowance linked with the rise in cost of living. It also demanded certain other things, vide this letter which were a repetition of the earlier demands already covered above.

On 12th December 1972, the Union gave a strike notice for bonus and on 20th December 1972 a strike notice for house rent allowance, uniforms and washing allowance, confirmation of workers and recognition of Union. The Conciliation Officer, Panaji, submitted his failure reports on 23rd December 1972 and 30th January 1973 respectively. Nevertheless, the Management agreed to keep the doors open for mutual negotiations. Accordingly, discussions were held on several occasions and the following mutual settlement was arrived at:

TERMS OF SETTLEMENT

I. Demand for revision in payscales, flat increase, service increments, dearness allowance and uniform additional increments:

a) It is agreed between the parties that with effect from 1st January 1973, the basic scales of pay and dearness allowance of permanent employees working in the Company's

Shipbuilding Division, Sirigao Yard, will be revised as given below:—

Present basic scales of pay	Present Fixed D.A.	Revised basic scales agreed with effect from 1-1-1973	Revised Fixed D.A. agreed w.e.f. 1-1-1973
1. 105-1-111-1½-117	35.00	110-4-130-5-155-6-185	44.00
2. 120-2-128-2½-143	40.00	125-5-150-6-180-7-215	50.00
3. 130-2½-140-3-158	43.33	135-5-160-7-195-8-211	54.00
4. 150-3½-185	50.00	160-7-195-8-235-10-255	64.00
5. 165-3½-172-4-204	55.00	180-7½-217½-9-262½-10-282½	72.00
6. 205-5-255	68.33	220-8-260-10-310-12-334	88.00
7. 255-7½-330	85.00	260-9-305-11-360-13-386	104.00
8. 295-10-395	98.33	300-10-350-12-410-13-440	120.00
9. 350-12½-400-15-460	116.67	375-12½-437½-15-512½-20-552½	150.00
<i>Clerical:</i>			
1. 140-4-180	46.67	150-5-175-6-205-8-221	60.00
2. 150-5-200	50.00	165-6-195-8-235-10-255	66.00
3. 175-5-200-6-230	58.33	190-8-230-10-280-12-304	76.00
4. 200-6-230-7-265	66.67	225-10-275-12-335-15-365	90.00
5. 250-8-290-10-340	83.33	270-12-330-15-405-18-441	108.00

b) It is further agreed between the parties that all categories of employees in the old basic scales of pay will be fitted in the above corresponding new basic scales of pay as from 1st January 1973.

c) It is agreed between the parties that while fitting the workers into new basic scales of pay, an addition of flat increase of Rs. 10/- will be made to the basic pay and personal pay/personal allowance, if any, as on 31-12-1972. To this amount, the increment if due on 1-1-1973, in the old pay scale which he was already enjoying, will be added; further in such cases, the difference between the increment in the old and the new scales will also be added to the above amount. If the total amount so arrived at falls below the minimum of the new pay scale, the worker will be fitted at the starting step of the new pay scale; if the amount is higher than the starting step of new scale of pay but falls in between any 2 steps, the worker concerned will be fitted at the next higher step; if the amount corresponds to any step in the new scale of pay, the worker concerned will be fitted at that step.

d) Such of the workmen whose date of increment is 1st January each year will draw their next increment in the new scales on 1-1-1974; other permanent workmen whose normal date of increment is 1st July each year, will get their next increment in the new scale on 1-7-1973 and successive 1st July thereafter.

II. Fixed D.A.:

It is agreed between the parties that the present rate of fixed D.A. which is ⅓rd of the initial basic salary of each of graded scales will be raised to 40% of the initial starting salary/wages of the new basic wage scales. The revised F.D.A. will be applicable from 1-1-1973 and will correspond to All India Consumers Price Index No. 207 (base 1949=100).

III. Variable D.A.:

The V.D.A. for rise and fall in the All India Consumers Price Index beyond No. 207 will be continued to be paid to workers in the manner as determined by the Central Wage Board for Engineering Industry as at present.

VI. Confirmation of Workers:

The Management agrees to fix all confirmed employees in daily scales of pay, in monthly scales of pay with effect from 1-1-1973 with all benefits applicable to monthly rated employees.

V. Uniforms:

The Management agrees to provide 2 sets of uniforms for all permanent workers in scales 2 to 9 starting from the year 1973. It is further agreed that 2 sets of uniforms for all permanent employees in the scale 1 will be provided from the year 1974. Workers in scale 4 to scale 9 will be

provided with boiler suits and workers in scales 1, 2 and 3 will be provided with half pants and bush shirts; female employees will be provided with full aprons (petticoat type).

VI. Bonus:

For the financial year 1971-72, the Company has already offered to its workers a bonus of 8.33% of their salaries/wage as required under the provisions of the Bonus Act as amended. The Union on behalf of the workmen agrees to accept the said payment as in full and final settlement for the financial year 1971-72.

VII. As a gesture of goodwill the Management agrees to pay to workers who are on the rolls of the Company on the date of this settlement an ex-gratia payment equal to 3.67% of the gross salaries/wages drawn by the employees during the year 1-4-1971 to 31-3-1972 excluding the payments made under the clause 7 of the settlement dated 24-2-1972 and the bonus paid during the said year 1971-72. It is further agreed that this ex-gratia payment will not attract any other benefits such as provident fund, employees' State Insurance contributions, bonus, etc.

VIII. Gratuity:

Since the Management has already implemented the payment of Gratuity Act, 1972, with effect from 18th September 1972, the Union accepts the implementation of the Payment of Gratuity Act, 1972.

IX. Canteen Facilities:

In view of the clause no. II.2 of the Annexure to the settlement dated 24-2-1972, the Union agrees not to press this demand.

X. The Union agrees to withdraw all other demands mentioned in the short recital of the settlement.

XI. It is agreed between the parties that fitment as per the revised scales of pay will be given effect in the paysheets for the month of May 1973. Arrears arising out of this settlement, if any, will also be paid along with the pay for May 1973. Bonus due and ex-gratia payment of 3.67% will, however, be paid alongwith the salary of April 1973.

XII. The Company will issue individual slips to each workman showing therein his revised pay and allowances with effect from 1-1-1973.

XIII. The Management is further pleased to accord formal recognition as provided under the Code of Discipline to Chowgule Employees' Union.

XIV. It is agreed between the parties that in respect of all points covered in this settlement and the settlement dated 24-2-1972 which have the effect of modifying any provisions of the existing Standing Orders of the Company

the parties hereby agree to jointly approach before 15th July 1973 the Certifying Officer to incorporate the said changes in the existing Standing Orders.

XV. The Union on behalf of workmen agrees to honour the settlement dated 24-2-1972.

XVI. It is agreed between the parties that this Settlement will come into force with effect from 1-1-1973 and will remain binding on the parties till 31st December 1976.

XVII. The Union on behalf of the workmen without prejudice to their rights and contentions, assures the Management good behaviour on the part of the workmen and that they would carry on their work in the customary manner, on resumption.

XVIII. It is agreed between the parties to jointly approach the Labour Commissioner, Panaji, to get this settlement duly registered under the provisions of the Industrial Disputes Act, 1947, before 15-4-1973.

XIX. If consequent upon the failure reports submitted by the Conciliation Officer any of the matters covered by this settlement is referred for adjudication by the Government, the parties agree to jointly request the Industrial Tribunal to give a consent award in terms of this settlement.

Signature of the parties:

1) Sd/- (P. B. R. Rao)	1) Sd/- (Gerald Pereira)
2) Sd/- (G. D. Shirodkar)	2) Sd/-
3) Sd/- (D. P. Sinha)	3) Sd/- (C. M. Prabhu)
	4) Sd/- (Sadanand R. Narvekar)
	5) Sd/- (Camilo A. Pereira)

Witnesses:

1) Sd/- (S. V. Natekar)
2) Sd/- (A. A. Torgal)

Mormugao Harbour, 29th March, 1973.